



## INVITATION TO BID (ITB)

### Wind Retrofit to Fire Station #10 and #112 (Re-Bid)

<b>ITB Number:</b> <u>07-0434</u>	<b>Contract Number:</b> <u><b>OT070434</b></u>
<b>Issue Date:</b> <u>July 16, 2007</u>	<b>Opening Date/Time:</b> <u>August 15, 2007 @ 3:00p.m.</u>
<b>Pre-Bid:</b> <u>July 31, 2007 @ 10:00a.m.</u>	<b>Contracting Officer:</b> <u>Freddy Suárez</u>

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SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW:	
Proposal and/or Performance Bond:	N/A
Certificate of Competency/License:	Section 2.15
Indemnification/Insurance:	Section 2.8
Pre-Bid Conference/Walk-Thru:	Section 2.4

At the date and time specified above, all bids that have been received in a timely manner will be opened, recorded, and accepted for consideration. The names of the bidders submitting bids will be read aloud and recorded. The bids will be available for inspection during normal business hours in the Office of Procurement Services within ten (10) working days after the official bid opening date. When countersigned by an authorized County representative, this document and any specifically identified attachments may form the formal contract document binding the parties to all performance specified herein.

**Vendors shall complete and return the entirety of this ITB Document, and attach all other information requested in this ITB document (See Provision 2.13). Failure to sign the bid response may be cause for rejection of the bid.**

#### NO-RESPONSE REPLY

If any vendor does not want to respond to this solicitation at this time, or, would like to be removed from Lake County's Vendor List, please mark the appropriate space, complete name below and return this page only.

- ☐ Not interested at this time; keep our firm on Lake County's Vendors List for future solicitations for this product / service
- ☐ Please remove our firm from Lake County's Vendor's List for this product / service.

#### VENDOR IDENTIFICATION

**Company Name:** \_\_\_\_\_ **Phone Number:** \_\_\_\_\_

**E-mail Address:** \_\_\_\_\_ **Contact Person:** \_\_\_\_\_

**1.1 DEFINITIONS**

**Addenda:** A written change to a solicitation.

**Bid:** shall refer to any offer(s) submitted in response to this Invitation to Bid.

**Bidder:** Shall refer to anyone submitting a bid in response to an Invitation to Bid.

**Contract:** The agreement to perform the services set forth in this solicitation. The contract will be comprised of the solicitation document signed by both parties with any addenda and other attachments specifically incorporated.

**Contractor:** The vendor to which award has been made.

**County:** Shall refer to Lake County, Florida.

**Invitation to Bid (ITB):** Shall mean this solicitation document, including any and all addenda. An ITB contains well-defined terms, conditions, and specifications, and is awarded to the lowest priced responsive and responsible bidder.

**Modification:** A written change to a contract.

**Responsive:** Refers to a bid that contains no exceptions or deviations from the terms, conditions, and specifications set forth in the Invitation to Bid.

**Responsible:** Refers to a bidder that has the capacity and capability to perform the work required under an Invitation to Bid, and is otherwise eligible for award.

**Responsive:** Refers to a bidder that has taken no exception or deviation from the terms, conditions, and specifications set forth in an Invitation to Bid.

**Solicitation:** The written document requesting either bids or proposals from the marketplace.

**Vendor:** A general reference to any entity responding to this solicitation or performing under any resulting contract.

The County has established for purposes of this Invitation to Bid (ITB) that the words “shall”, “must”, or “will” are equivalent in this ITB and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by the County. A deviation is material if, in the County’s sole discretion, the deficient response is not in substantial accord with this ITB’s mandatory requirements. The words “should” or “may” are equivalent in this ITB and indicate very desirable conditions, or requirements but are permissive in nature.

**1.2 INSTRUCTIONS TO BIDDERS****A. Bidder Qualification**

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit bids. Vendors may enroll with the County to be included on a mailing list for selected categories of goods and services. To be recommended for award the County requires that vendors provide evidence of compliance with the requirements below upon request:

1. Disclosure of Employment.
2. Disclosure of Ownership
3. Drug-Free Workplace
4. W-9 and 8109 Forms – The vendor must furnish these forms as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner’s social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.).
6. Americans with Disabilities Act (A.D.A.).
7. Conflict of Interest
8. Debarment Disclosure Affidavit.
9. Nondiscrimination
10. Family Leave.
11. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all antitrust laws of the United States and the State of Florida.

**B. Public Entity Crimes**

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a

bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**C. Request for Additional Information**

1. Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the procurement representative identified in the solicitation no later than five (5) working days prior to the bid opening date. Such inquiries shall contain the requester’s name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with the bidder’s facsimile number.
2. Failure to acknowledge each addendum may prevent the bid from being considered for award. The Office of Procurement Services may issue an addendum in response to any inquiry received, prior to bid opening, which changes, adds to, or clarifies the terms, provisions, or requirements of the solicitation. The bidder should not rely on any representation, statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the bidder’s responsibility to ensure receipt of all addenda, and any accompanying documentation, the bidder is required to submit with its bid a signed “Acknowledgment of Addenda” form, when any addenda have been issued.

**D. Contents of Solicitation and Bidders’ Responsibilities**

It is the responsibility of the bidder to become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Pleas of ignorance of these matters by the bidder will not be accepted as a basis for varying the requirements of the County or the amount to be paid to the vendor.

**E. Restricted Discussions**

From the date of issuance of this solicitation until final County action, vendors should not discuss the solicitation or any part thereof with any employee, agent, or any other representative of the County except as expressly authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are appropriately signed written documents from the vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.

**F. Change or Withdrawal of Bids**

1. Changes to Bid - Prior to bid opening, a bidder may change its bid by submitting a new bid as specified in the solicitation with a letter on the firm’s letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original bid. No changes to a bid will be accepted after the bid opening date.
2. Withdrawal of Bid - A bid shall be irrevocable unless the bid is withdrawn as provided herein. A bid may be withdrawn, either physically or by written notice, at any time prior to the bid opening date. If withdrawn by written notice, that notice must be addressed to, and received by, the designated procurement representative prior to the bid opening date and time. A bid may also be withdrawn ninety (90) days after the bid has been opened and prior to award, by submitting a letter to the designated procurement representative. The withdrawal letter must be on company letterhead and signed by an authorized agent of the bidder.

**G. Conflicts within the Solicitation**

Where there appears to be a conflict between the General Terms

and Conditions, Special Conditions, the Technical Specifications, the Pricing Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Price Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the vendor to identify such conflicts to the designated procurement representative prior to the bid or proposal response date.

#### **H. Prompt Payment Terms**

1. It is the policy of the County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act.
2. The bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the signature page of the solicitation.

#### **1.3 PREPARATION OF BIDS**

- A. The Bid Pricing Section of this solicitation defines requirements of items to be purchased, and must be completed and submitted with the bid. Use of any other form or alteration of the form may result in the rejection of the bid.
- B. The bid submitted must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.
- C. An authorized agent of the bidder's firm must sign the bid. **FAILURE TO SIGN THE BID MAY RENDER THE BID NON-RESPONSIVE.**
- D. The bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
- E. The bidder may submit alternate bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate bid must meet or exceed the minimum requirements and be submitted as a separate bid marked "Alternate Bid".
- F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.

#### **1.4 CANCELLATION OF SOLICITATION**

The County reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the County.

#### **1.5 AWARD**

- A. Award may be made to the lowest priced responsive and responsible bidder. The County reserves the right to reject any and all bids, to waive non-material irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is clearly necessary to protect the best interests of the County.
- C. The County reserves the right to reject any and all bids if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work is not amended.
- E. Award of this solicitation will only be made to firms that satisfy all necessary legal requirements to do business with the County. The County may conduct a pre-award inspection of the bidder's site or hold a pre-award qualification hearing to determine the responsibility and capacity of the bidder to

perform the requirements of this solicitation. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.

- F. The bidder's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the responsibility of a bidder that submitted a bid under this solicitation.
- G. The Director of Procurement Services will decide all tie bids with initial preference being given to the entity employing the most personnel residing within the County.

#### **1.6 CONTRACT EXTENSION**

- A. The County has the unilateral option to extend a contract for up to ninety (90) calendar days beyond the current contract period. In such event, the County will notify the vendor(s) in writing of such extensions.
- B. This contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the County and the vendor(s).
- C. Exercise of the above options requires the prior approval of the County's Director of Procurement Services.

#### **1.7 WARRANTY**

All warranties express and implied, shall be made available to the County for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the vendor against factory defects and workmanship. At no expense to the County, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special conditions of the solicitation may supersede the manufacturer's standard warranty.

#### **1.8 ESTIMATED QUANTITIES**

Estimated quantities or dollars are for bidder's guidance only. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The County is not obligated to place any order for a given amount subsequent to the award of this solicitation. Estimates are based on the County's actual needs and/or usage during a previous contract period. The County may use these estimates to determine the low bidder. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other government, quasi-governmental or non-profit entities utilizing this contract. In no event shall the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

#### **1.9 NON-EXCLUSIVITY**

It is the intent of the County to enter into an agreement that will satisfy its needs as described within this solicitation. However, the County reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit. In no case will the County be liable for billings in excess of the quantity of goods or services actually provided under this contract.

#### **1.10 CONTINUATION OF WORK**

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the vendor, continue until completion at the same prices, terms and conditions.

#### **1.11 PROTEST OF AWARD**

A vendor wishing to protest any award decision resulting from this solicitation shall do as set forth in the County's Purchasing Procedure Manual. It is incumbent upon the vendor to be aware of the posting of any associated award recommendation. Any protest received after the actual contract award date may be rejected.

**1.12 RULES, REGULATIONS AND LICENSES**

The vendor shall comply with all laws and regulations applicable to provide the goods and/or services specified in this solicitation. The vendor shall be familiar with all federal, state and local laws that may in affect the goods and/or services offered.

**1.13 SUBCONTRACTING**

Unless otherwise specified in this solicitation, the vendor shall not subcontract any portion of the work without the prior written consent of the County. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the County may result in termination of the contract for default.

**1.14 ASSIGNMENT**

The vendor shall not assign or transfer any contract resulting from this solicitation, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County.

**1.15 DELIVERY**

Unless otherwise specified in the solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the bid price.

**1.16 RESPONSIBILITY AS EMPLOYER**

The employee(s) of the vendor shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the County or any of its departments. The contractor shall provide employee(s) capable of performing the work as required. The County may require the contractor to remove any employee it deems unacceptable. All employees of the contractor shall wear proper identification.

**1.17 INDEMNIFICATION**

The vendor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the vendor or its employees, agents, servants, partners, principals or subcontractors. The vendor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

**1.18 COLLUSION**

Where two (2) or more related parties, as defined herein, each submit a bid for the same contract, such bids shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such bids. Related parties shall mean bidder or the principals thereof which have a direct or indirect ownership interest in another bidder for the same contract or in which a parent company or the principals thereof of one bidder have a direct or indirect ownership interest in another bidder for the same contract. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a bid for the same materials, supplies, services, or equipment shall also be presumed to be collusive. Bids found to be collusive shall be rejected. Bidders which have been found to have engaged in collusion may be considered non-responsible, and may be

suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

**1.19 MODIFICATION OF CONTRACT**

Any contract resulting from this solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the contract and/or purchase order as appropriate. This presumes the modification itself is in compliance with all applicable County procedures.

**1.20 TERMINATION FOR CONVENIENCE**

The County, at its sole discretion, reserves the right to terminate this contract upon thirty (30) days written notice. Upon receipt of such notice, the vendor shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the vendor prior to notice of termination. The County shall be the sole judge of "reasonable costs."

**1.21 TERMINATION DUE TO UNAVAILABILITY OF FUNDING IN SUCCEEDING FISCAL YEARS**

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be cancelled and the vendor shall be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

**1.22 TERMINATION FOR DEFAULT**

The County reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the vendor fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the vendor in accordance with the appropriate County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the vendor.

**1.23 FRAUD AND MISREPRESENTATION**

Any individual, corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

**1.24 ACCESS TO RECORDS**

The County reserves the right to require the vendor to submit to an audit by any auditor of the County's choosing. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The vendor shall retain all records pertaining to this Agreement and upon request make them available to the County for three (3) years following expiration of the Agreement. The vendor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

**1.25 PROPRIETARY/CONFIDENTIAL INFORMATION**

Bidders are hereby notified that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes; the "Public Record Law." The bidder shall not submit any information in response to this solicitation, which the bidder considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this solicitation shall be deemed conclusively to

be a waiver of any trade secret or other protection, which would otherwise be available to the bidder unless such information is exempt or confidential under the Public Records Act.

#### **1.26 CONTRACTING WITH COUNTY EMPLOYEES**

Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the procurement representative designated herein prior to submittal of a response or application of any type to contract with the County. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

#### **1.27 INCURRED EXPENSES**

This ITB does not commit the County to make an award nor shall the County be responsible for any cost or expense which may be incurred by any bidder in preparing and submitting a bid, or any cost or expense incurred by any bidder prior to the execution of a purchase order or contract agreement. By submitting a bid, the bidder also agrees that the County bears no responsibility for any costs of the bidder associated with any administrative or judicial proceedings resulting from this solicitation process.

#### **1.28 COUNTY IS TAX-EXEMPT**

The County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. Do not include any tax on any item or service. The County will sign an exemption certificate if submitted by the contractor.

Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

In the event the project is declared a sales tax recovery project by the County, the following procedure shall apply:

- (a) The County representative shall make a recommendation to the Division of Procurement Services regarding the materials to be purchased;
- (b) When those materials are purchased by the County, all purchase orders shall be issued directly from Procurement Services;
- (c) The County shall take title to those materials directly from the manufacturer/supplier and shall bear the risk of loss or damage to the materials which are delivered directly from the manufacturer/supplier;
- (d) The County shall be invoiced directly for the materials from the manufacturer/supplier and shall pay the invoices directly to the manufacturer/supplier, presenting its sales tax exemption certificate at the time of payment.

The cost of any materials purchased through the sales tax recovery program shall be deducted from the contract amount and the vendor shall no longer be responsible for providing those materials. A written change order shall be executed.

#### **1.29 GOVERNING LAWS**

The interpretation, effect, and validity of any contract(s) resulting from this ITB shall be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action shall be in Lake County, Florida. In the event that a suit is brought for the enforcement of any term of the contract, or any right arising therefrom, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

#### **1.30 STATE REGISTRATION REQUIREMENTS**

Any corporation submitting a bid in response to this ITB shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/ application may be required prior to award of a contract. Any partnership

submitting a bid in response to this ITB shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, 800.755.5111 (<http://www.dos.state.fl.us>).

#### **1.31 PRIME CONTRACTOR**

The vendor awarded the contract shall act as the prime contractor for all required items and services and shall assume full responsibility for the procurement and maintenance of such items or services. The vendor shall be considered the sole point of contact with regard to all stipulations, including payment of all charges and meeting all requirements of this ITB. All subcontractors will be subject to advance review by the County in regards to competency and security concerns. After the award of the contract no change in subcontractors will be made without the consent of the County. The vendor shall be responsible for all insurance, permits, licenses, and related matters for any and all sub-contractors. Even if the subcontractor is self-insured, the County may require the contractor to provide any insurance certificates required by the work to be performed.

#### **1.32 FORCE MAJEURE**

The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

#### **1.33 OTHER AGENCIES**

With the consent of the vendor, other agencies may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

#### **1.34 NO CLAIM FOR DAMAGES**

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the Work shall relieve the vendor of duty to perform, or give rise to any right to damages or additional compensation from the County. The vendor's sole remedy shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the vendor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

#### **1.35 TRUTH IN NEGOTIATION CERTIFICATE**

For all lump-sum or cost-plus fixed fee agreements exceeding \$150,000, the firm awarded the agreement must execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting. Any agreement requiring this certificate shall contain a provision that the original agreement price and any additions shall be adjusted to exclude any significant sums by which he owner determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the contract. Execution of this Agreement constitutes execution of the Truth in Negotiation Certificate.

**Section 2.1: Purpose**

The purpose of this solicitation is to establish a one time purchase for wind retrofit of doors and windows at Fire Station #10 and #112 for the Lake County Fire Rescue Division. The vendor shall furnish all labor, equipment, materials, and any other items needed to perform all operations necessary to complete the work in strict accordance with the specifications set forth in this solicitation and subject to the terms and conditions of the contract.

**Section 2.2: Designated Procurement Representative**

Questions concerning any portion of this solicitation shall be directed in writing [fax and e-mail accepted] to the below named individual who shall be the official point of contact for this solicitation. Questions should be submitted no later than five (5) working days before the bid opening date.

Freddy Suarez, CPPB, Contracting Officer  
Lake County BCC  
Office of Procurement Services  
315 W. Main Street, Room 416  
PO BOX 7800  
Tavares, FL 32778-7800

Phone : 352.343.9839  
Fax : 352.343.9473  
E-mail: [fsuarez@lakecountyfl.gov](mailto:fsuarez@lakecountyfl.gov)

No answers given in response to questions submitted shall be binding upon this solicitation unless released in writing as an addendum to the solicitation by the Lake County Department of Procurement Services.

**Section 2.3: Method of Award - To a Single Vendor in the Aggregate**

Award of this contract will be made to the responsive, responsible vendor which submits an offer on all items listed in the solicitation and which represents the lowest price when all items are added in the aggregate. If a vendor fails to submit an offer on all items, its overall offer will be rejected. The County will award the total contract to a single vendor.

**Section 2.4: Pre-Bid Conference / Site Visits (Recommended)**

A pre-bid conference will be held on Tuesday, July 31<sup>st</sup>, 2007 @ 10:00am. at the Office of Procurement Services in conference room No. 416 to discuss the special conditions and specifications included within this solicitation.

Vendors are requested to bring this solicitation document to the conference, as additional copies may not be available.

Prior to submitting its offer it is advisable that the vendor visit the site of the proposed work and become familiar with any conditions which may in any manner affect the work to be done or affect the equipment, materials and labor required. The vendor is also advised to examine carefully the drawings and specifications and to become thoroughly aware regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowances will be made because of lack of knowledge of these conditions.

**Section 2.5: Term of Contract - Upon Completion**

The performance period under this contract shall commence upon the date of the purchase order or related Notice To Proceed and shall remain in effect until such time as the commodities, equipment and/or services acquired in conjunction with this solicitation and resulting contract have been delivered and/or completed, and accepted by the County's authorized representative, and will then remain in effect until completion of the expressed and/or implied warranty periods.

**Section 2.6: Option to Renew**

Not applicable to this solicitation.

**Section 2.7: Method of Payment - Lump Sum Payment Per Site After Work is Completed**

Upon completion and acceptance of the work required in conjunction with this contract, the vendor(s) shall submit one lump sum invoice that reflects the total value of the specific site. This invoice shall be submitted to the County user department(s) that accessed the contract through a purchase order.

All invoices shall contain the contract and/or purchase order number, date and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate County representative. Failure to submit invoices in the proscribed manner will delay payment, and the vendor may be considered in default of contract and its contract may be terminated. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

In the event the Contractor has utilized Subcontractors, release of liens from the Subcontractors shall be required before payment will be released.

**Section 2.8: Insurance**

Each vendor shall include in its solicitation response package proof of insurance capabilities, including but not limited to, the following requirements: [This does not mean that the vendor must have the coverage prior to submittal, but, that the coverage must be purchased and in place prior to a purchase order or contract being executed by the County.]

A certificate of insurance indicating that the awarded vendor has coverage in accordance with the requirements of this section shall be furnished by the vendor to the Contracting Officer within five (5) working days of such request and before any work begins.

The vendor shall provide and maintain at all times during the term of any contract, without cost or expense to the County, policies of insurance insuring the vendor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the vendor under the terms and provisions of the contract.

Such policies of insurance shall insure the vendor in accordance with the following minimum limits:

General Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01 or CG 00 02) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$500,000
Products-Completed Operations	\$500,000
Personal & Adv. Injury	\$500,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	\$300,000

Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$300,000
or	
Bodily Injury (per person)	\$100,000 (per accident)
Property Damage	\$100,000

Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the vendor must provide a notarized statement that if he or she is injured, he or she will not hold the County responsible for any payment or compensation.



Certificate(s) of Insurance

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on the general liability policy.

Certificate(s) of insurance shall provide for a minimum of thirty (30) days prior written notice to the County of any change or cancellation of the required insurance.

Certificate(s) of insurance shall identify the contract number in the Description of Operations section of the Certificate.

Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF  
FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.  
P.O. BOX 7800  
TAVARES, FL 32778-7800

The vendor shall be responsible for subcontractors and their insurance.

All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, the insurer shall reduce or eliminate such deductible or self-insured retention; or the vendor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

All insurance companies must be authorized to transact business in the State of Florida.

The County shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the vendor and/or subcontractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the County of any insurance supplied by the vendor, nor a failure to disapprove that insurance, shall relieve the vendor of full responsibility of liability, damages, and accidents as set forth herein.

**Section 2.9: Offer Guaranty/ Bid Bond**

Not applicable to this solicitation.

**Section 2.10.a: Shipping Terms, F.O.B. Destination**

All vendors shall quote prices based on F.O.B. Destination and shall hold title to the goods until such time as they are delivered to, and accepted by, an authorized County representative.

**Section 2.10.b: Completion of Work From Date Of Purchase Order**

The vendor shall state in its offer the number of calendar days from the date of the purchase order in which it will guarantee to complete the work. Time for completion may be considered a factor in determining the successful vendor if so stipulated in Section 2.6 entitled “Method of Award”. The completion date shall not exceed sixty (60) calendar days after date of purchase order.

All work shall be performed in accordance with good commercial practice. The work schedule and completion dates shall be adhered to by the vendor(s); except in such cases where the completion date will be delayed due to acts of God, strikes, or other causes beyond the control of the vendor. In these cases, the vendor shall notify the County of the delays in advance of the original completion so that a revised delivery schedule can be appropriately considered by the County.

Should the vendor(s) to whom the contract(s) is awarded fail to complete the work within the number of days stated in its offer, or the “not-to-exceed” timeframe cited above, it is hereby agreed and understood that the County reserves the authority to cancel the contract with the vendor and to secure the services of another vendor to complete the work. If the County exercises this authority, the County shall be responsible for reimbursing the vendor for work which was completed and found acceptable to the County in accordance with the contract specifications. The County may, at its option, demand payment from the vendor, through an invoice or credit memo, for any additional costs over and beyond the original contract price which were incurred by the County as a result of having to secure the services of another vendor. If the incumbent vendor fails to honor this invoice or credit memo, the County may terminate the contract for default.

**Section 2.11: Acceptance of Products or Services and Liquidated Damages**

The product(s) delivered as a result of an award from this solicitation shall remain the property of the contractor, and services rendered under the contract will not be deemed complete, until a physical inspection and actual usage of the product(s) and/or service(s) is (are) accepted by the County and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

Any product(s) and/or service(s) procured as a result of this solicitation may be tested for compliance with specifications. In the event that the product and/or service is found to be defective or does not conform to the specifications, the County reserves the right to terminate the contract and return product to the vendor at the vendor's expense. The County will not be responsible to pay for any product or service that does not conform to the contract specifications.

Any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or contract, may be procured by the County on the open market, and any increase in cost may be charged against the awarded contractor. Any cost incurred by the County in any re-procurement plus any increased product or service cost shall be withheld from any monies owed to the contractor by the County for any contract or financial obligation.

**Liquidated Damages:** By submitting an offer in response to this solicitation, the vendor agrees that if the vendor fails to complete the contract in accordance with the specifications, requirements and times therein, the amount of eighty dollars \$80.00 per day up to the value of contract shall be deducted from the monies due the vendor for each intervening calendar day that the contract is not completed, not as a penalty, but as liquidated damages. However, the vendor shall not be liable if failure to perform arises out of causes beyond its control and without fault or negligence of the vendor.

This project will be inspected by an authorized representative of the County. This inspection shall be performed to determine acceptance of work, appropriate invoicing, and warranty conditions.

### **Section 2.12: Materials Shall be New and Warranted Against Defects**

The vendor hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the vendor in conjunction with this solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the County by the vendor are found to be defective or do not conform to specifications: (1) the materials may be returned to the vendor at the vendor's expense and the contract cancelled or (2) the County may require the vendor to replace the materials at the vendor's expense.

### **Section 2.13.1: Delivery of Solicitation Response**

Unless a package is delivered by the vendor in person, all incoming mail from the U.S. Postal Service and any package delivered by a third party delivery organization (Fed-X, UPS, DHL, private courier, etc) will be opened for security and contamination inspection by the Lake County Clerk of the Circuit Court Mail Receiving Center in an off-site secure controlled facility prior to delivery to any Lake County Government facility, which includes the Lake County Department of Procurement Services.

To be considered for award, a bid or proposal must be received and accepted in the Procurement Services Office prior to the date and time established within the solicitation. Allow sufficient time for transportation and inspection.

Each package shall be clearly marked with the applicable solicitation number and title. Ensure that your bid or proposal is securely sealed in an opaque envelope/ package to provide confidentiality of the bid or proposal prior to the solicitation closing.

If you plan on submitting your bid or proposal **IN PERSON**, please bring it to:

LAKE COUNTY PROCUREMENT SERVICES  
315 W. MAIN STREET  
4TH FLOOR, ROOM 416  
TAVARES, FLORIDA

If you submit your bid or proposal by the **UNITED STATES POSTAL SERVICE, (USPS)** please mail it to:

LAKE COUNTY PROCUREMENT SERVICES  
PO BOX 7800  
TAVARES, FL 32778-7800

If you submit your bid or proposal by a **THIRD PARTY CARRIER** such as Fed-X, UPS, or a private courier, please send it to:

LAKE COUNTY PROCUREMENT SERVICES  
MAIL RECEIVING CENTER  
416 W. MAIN STREET  
TAVARES, FL 32778

Facsimile (fax) or electronic submissions (e-mail) will not be accepted.

### **Section 2.13.2: Completion Requirements for Invitation to Bid**

The original bid and one (1) complete copy of the bid submitted by the vendor shall be sealed and delivered to the Department of Procurement Services no later than the official bid opening date and time. Any bid received after this time will not be considered and will be returned unopened to the submitter. The County is not liable or responsible for any costs incurred by any Bidder in responding to this ITB including, without limitation, costs for product and/or service demonstrations if requested.

When you submit your bid, you are making a binding offer to the County and are agreeing to all of the terms and conditions in this Invitation to Bid. Use only the form(s) provided in this document. If you make any change to the content or format of any form, the County may disqualify your offer. All information shall be legible and either written in ink or

typewritten/printed. If you make a correction or change on any document, the person signing the bid proposal must initial the change. The bid shall be manually signed in **BLUE INK** by an official authorized to legally bind the Bidder to its provisions.

**COMPLETION OF BID PACKAGE:** The vendor shall complete all required entries in Section 4 of the bid form such as, but not limited to, pricing pages, signature, certifications, references, and acknowledgement of any solicitation addenda. The vendor shall submit the entire solicitation with all Section 4 entries completed in the number of copies specified to the address specified in provision 2.13.1 of this solicitation. The vendor shall also submit any supporting documents (to include proof of insurability and provision of bid bonds as required), samples, and/or descriptive literature required by any of the provisions in Section 2 of the solicitation in a separate sealed envelope / package marked "Literature for Bid (Number).\" Do not indicate bid prices on literature.

**Specific Completion Directions:**

- Pricing shall be completed by inserting the unit price, and total pricing in Section 4 of this ITB.
- Initial and date in **BLUE INK** the appropriate space(s) for each addendum you received for this ITB.
- Insert any prompt payment discount that you will offer. Note payment is NET 30 DAYS otherwise.
- Complete all certifications included within Section 4 of the solicitation.
- Complete the reference information sheets (include at least three references) contained within the solicitation.
- Complete the vendor information, and sign the bid (IN BLUE INK) in the spaces provided in Section 4 of the solicitation.
- If insurance is required, submit either a certificate of insurance, or evidence of insurability, that is in compliance with the stated insurance requirements.

**Section 2.14: Business Hours of Operations**

No work shall be done on Saturday, Sunday, or on any days between the hours of 8:00 A.M. and 5:00 P.M. except when such work is necessary for the proper care and protection of the work already performed, and when permission to do such work is secured from the County Department representative. No overtime work shall be started without prior approval of the immediate project manager or his/her designated representative.

**Section 2.15: Certificate of Competency/Licensure**

Any person, firm, corporation or joint venture which submits an offer in response to a County solicitation shall, at the time of such offer, hold a valid Certificate of Competency or appropriate current license issued by the State or County Examining Board qualifying said person, firm,

corporation or joint venture to perform the work proposed. If work for other trades is required in conjunction with this solicitation and will be performed by a subcontractor(s), an applicable Certificate of Competency issued to the subcontractor(s) shall be submitted with the prime vendor's offer; provided, however, that the County may at its option and in its best interest allow the vendor to supply the subcontractor(s) certificate to the County during the offer evaluation period.

**Section 2.16: Clean-Up**

All unusable materials and debris shall be removed from the premises at the end of each workday, and disposed of in an appropriate manner. Upon final completion, the vendor shall thoroughly clean up all areas where work has been involved as mutually agreed with the associated user department's project manager.

**Section 2.17: Warranty**

See Part 1.9 of Section 3 of Scope of Work.

**Section 2.18: Labor, Materials, and Equipment Shall be Supplied by the Vendor**

Unless otherwise stated in this solicitation the vendor shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the County's department representative.

**Section 2.19: Licenses, Permits and Fees**

The vendor shall obtain and pay for all licenses, permits and inspection fees required for this project; and shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein. Damages, penalties and or fines imposed on the County or the vendor for failure to obtain required licenses, permits or fines shall be borne by the vendor.

**Section 2.20: Risk of Loss**

The vendor assumes the risk of loss of damage to the County's property during possession of such property by the vendor, and until delivery to, and acceptance of, that property to the County. The vendor shall immediately repair, replace or make good on the loss or damage without cost to the County, whether the loss or damage results from acts or omissions (negligent or not) of the vendor or a third party.

The vendor shall indemnify and save the County harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of this contract. The vendor shall pay all claims and losses of any nature whatever in connection therewith, and shall defend all suits, in the name of the County when applicable, and shall pay all costs and judgments which may issue thereon.

**Section 2.21: Service Facilities Shall be Provided in Central Florida by the Vendor**

Offers will only be accepted from vendors which have service facilities that are located in Central Florida (defined as Lake, Osceola, Orange, Seminole, Volusia, Marion, Polk, and Sumter counties). Service facilities are defined as facilities that can provide a full range of parts and repairs for the items covered by this solicitation and resultant contract.

The County reserves the right to perform an inspection of these service facilities during the offer evaluation period, and any time during the term of the contract, and to use this inspection as a means for determining the vendor to which award will be made under this solicitation. The acceptability of the size, location, level of security, and overall functionality of the service facility shall be determined by the County in consideration of the contract requirements. The County's best interests shall prevail in this regard, and the decision of the County in this regard shall be final.

**SCOPE OF SERVICES**

1. Wind retrofit of doors and windows at Fire Station No. 112 located at 16240 County Road 474, Clermont, Florida. Furnish and install framing system and glass on nine (9) windows and six (6) doors. All installations will be done in strict compliance with the Miami-Dade specifications. All materials will be certified to meet the wind and impact standards up to 140/mph. The local municipal or County building department will inspect and certify installation according to manufacturer specifications.
2. Wind retrofit of doors and windows at Fire Station No. 10 located at 23023 State Road 40, Astor, Florida 32102. Furnish and install framing system and glass on eight (8) windows and five (5) doors. All installations will be done in strict compliance with the Miami-Dade specifications. All materials will be certified to meet the wind and impact standards up to 140/mph. The local municipal or County building department will inspect and certify installation according to manufacturer specifications.

**Special Instructions:**

- Each building will be treated as a separate project for tracking purposes. Provide a separate complete cost to wind retrofit each building and projected project schedule for each building.
- The vendor will be responsible to field measure each door and window involved to validate correct sizing.
- The vendor will be responsible to match existing tinting of all doors and windows.
- The vendor will be responsible for all drawing and permits as needed.
- Materials supplied and installation will be as per specifications.

**SPECIFICATIONS FOR WIND RETROFIT OF FIRE STATION #10 AND #112****LAMINATED GLAZING****PART 1 – GENERAL****1.2 SUMMARY**

- A. This section includes glazing for the following products and applications and of the following types:
  1. Products and applications specified where glazing requirements are specified:
    - a. Exterior steel doors and frames
    - b. Aluminum windows
  2. Glazing type
    - a. Laminated-glass units – To be used at all exterior doors and windows.

**1.3 DEFINITIONS**

- A. Manufacturer: A firm that produces primary glass or fabricated glass and glazing units as defined in referenced glazing publications.



- B. Deterioration of Laminated Glass: Defects developed from normal use that are attributed to the manufacturing process and not to causes other than glass breakage and practices for maintaining and cleaning laminated glass contrary to manufacturer's written instructions. Defects include edge separation, delamination materially obstructing vision through glass, and blemishes exceeding those allowed by referenced laminated-glass standard.

#### 1.4 PERFORMANCE REQUIREMENTS

- A. General: Provide impact glazing materials capable of complying with performance requirements indicated under the following conditions:

1. Exposure to solar radiation and design wind loads alone without failure attributable to the following: defective manufacture, fabrication, and installation; failure of sealants or gaskets to remain watertight and airtight; deterioration of glazing materials; or other defects in construction.
2. Dade County large missile, small missile impact and wind load protocol.
3. Confirm glazing material thickness by analyzing Project loads and in-service conditions.
4. Provide glazing material at no less than thickness and in strengths required to meet or exceed performance criteria.
5. Structural Performance: Provide impact glazing products capable of resisting the kinds of lateral design loads indicated as demonstrated by testing according to Dade County wind load protocol.

- B. Windborne-Debris Resistance: Provide security glazing materials capable of resisting impact from windborne debris based on the Dade County large missile, small missile impact and wind load protocol.

1. Wind Speed: 140 mph with an Importance Factor of 1.15.

- C. Thermal Movements: Provide glazing that allows for thermal movements resulting from the following maximum change (range) in ambient and surface temperatures acting on security glazing framing members and glazing components. Base engineering calculation on surface temperatures acting on security glazing framing members and glazing components. Base engineering calculation on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.

1. Temperature Change (Range): 120 deg. F., ambient; 180 deg. F., material surfaces.

#### 1.5 SUBMITTALS

- A. Product Data: For each glazing material indicated.

- B. Product Certificates: Signed by manufacturers of glass and glazing products certifying that products furnished comply with requirements.

- C. Qualification Data: For installer
- D. Product Test Reports: Certification that product meets Dade County large missile, small missile impact and wind load protocol with a valid notice of acceptance as of date of submittal.
- E. Warranties: Special warranties specified in this section.

#### 1.6 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer who has completed glazing similar in material, design, and extent to that indicated for this Project; whose work has resulted in glazing installations with a record of successful in-service performance; and who employs glazing installers for this Project who are certified under the National Glass Association Glazier Certification Program as Level 2 (Senior Glaziers) or Level 3 (Master Glaziers).
- B. Source Limitations for Glass: Obtain the following from a single manufacturer for each glass type: laminated glass.
- C. Glazing Sealant Product Testing: Obtain sealant test results for “Product Test Reports” Paragraph in “Submittals” Article from a qualified testing agency based on testing current sealant formulations within a 36-month period.
  - 1. Sealant Testing Agency Qualifications: An independent testing agency qualified according to ASTM C 1021 to conduct the testing indicated, as documented according to ASTM E 548.
  - 2. Test elastomeric glazing sealants for compliance with requirements specified by reference to ASTM C 920 and, where applicable, to other standard test methods.
- D. Glazing Publications: County with published recommendations of glazing product manufactures and organization below, unless more stringent requirements are indicated. Refer to these publications for glazing terms not otherwise defined in this Section or in referenced standards.
  - 1. GANA Publications: GANA’s “Glazing Manual” and “Laminated Glass Design Guide.”

**1.7 DELIVERY, STORAGE, AND HANDLING**

- A. Protect glazing materials according to manufacturer's written instructions and as needed to prevent damage to glazing materials from condensation, temperature changes, direct exposure to sun, or other causes.

**1.8 PROJECT CONDITIONS**

- A. Environmental Limitations: Do not proceed with glazing when ambient and substrate temperature conditions are outside limits permitted by glazing material manufacturers and when glazing channel substrates are wet from rain, frost, condensation, or other causes.

- 1. Do not install liquid glazing sealants when ambient and substrate temperatures conditions are outside limits permitted by glazing sealant manufacturer or below 40 deg. F.

**1.9 WARRANTY**

- A. Special Warranty: Manufacturer's standard form, made out to Owner and signed by manufacturer, in which manufacturer agrees to furnish replacements for units that deteriorate from normal use by developing defects attributable to the manufacturing process, within warranty period.

- 1. Laminated Glass

- a. Form of Deterioration: Edge separation or delamination that materially obstructs vision through glass, and blemishes exceeding those allowed by referenced laminated-glass standard.
    - b. Warranty Period: Five years from date of substantial completion.

**PART 2 – PRODUCTS****2.1 MANUFACTURERS**

- A. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, products listed in other Part 2 articles.

**2.2 GLASS PRODUCTS**

- A. Laminated Glass: ASTM C 1172, kinds of laminated glass as specified in other Part 2 articles.

- 1. Interlayers: Type as indicated below and of thickness indicated or required to comply with performance requirements and with a proven record of no tendency to bubble, discolor, or lose physical and mechanical properties after laminating to glass and installation.:
    - a. Manufacturer's standard interlayer material, in colors.

2. Fabrication: Laminate glass to interlayers to produce laminated lites free of foreign substances, air, and glass pockets.

### 2.3 ELASTOMERIC GLAZING SEALANTS

A. General: Provide products of type indicated, complying with the following requirements:

1. Compatibility: Select glazing sealants that are compatible with one another and with other materials they will contract, including glazing lites, seals of insulating-glass and air-gap glazing units, and glazing channel substrated, under conditions of service and application, as demonstrated by sealant manufacturer based on testing and field experience.
2. Suitability: Comply with sealant and glazing unit manufacturers' written instructions for selecting glazing sealants suitable for applications indicated and for conditions existing at time of installation.

B. Elastomeric Glazing Sealant Standard: Comply with ASTM C 920 and other requirements indicated for each liquid-applied, chemically curing sealant, including those referencing ASTM C 920 classifications for type, grade, class and uses.

### 2.4 GLAZING TAPES

A. Back-Bedding Mastic Glazing Tape: Preformed, butyl-based elastomeric tape with a solids content of 100 percent: non-staining and non-migrating in contact with nonporous surfaces; with or without spacer rod as recommended in writing by tape and glazing unit manufacturers for application indicated; packaged on rolls with a release paper backing; and complying with ASTM C 1281 and AAMA 800 for products indicated below:

1. AAMA 806.3 tape, for glazing applications in which tape is subject to continuous pressure.

### 2.5 GLAZING GASKETS

A. Dense Compression Gaskets: Molded or extruded gaskets of material indicated below, complying with standards referenced with name of elastomer indicated below, and of profile and hardness required to maintain watertight seal:

1. Silicone dense compression gaskets complying with ASTM C 1115.

### 2.6 MISCELLANEOUS GLAZING MATERIALS

A. General: Provide products of material, size, and shape complying with referenced glazing standard and requirements of manufacturers of glazing materials for application indicated, and with a proven record of compatibility with surfaces contacted in installation.

- B. Cleaners, Primers, and Sealers: Types recommended by sealant or gasket manufacturer.
- C. Setting Blocks: Elastomeric material with a Shore A durometer hardness of 85, plus or minus 5.
- D. Spacers: Elastomeric blocks or continuous extrusions with a Shore A durometer hardness required by glazing unit manufacturer to maintain glazing units in place for installation indicated.
- E. Edge Blocks: Elastomeric material of hardness needed to limit lateral movement (side walking) of glazing units.

## 2.7 FABRICATION OF GLAZING UNITS

- A. General: Fabricate glazing units in sizes required to glaze openings indicated for Project, with edge and face clearances, edge and surface conditions, and bite complying with written instructions of product manufacturer and referenced glazing standard, to comply with system performance requirements.

## 2.8 LAMINATED-GLASS UNITS

- A. Laminated-Glass Units: Two or more lites of annealed float glass as required to comply with performance requirements for Dade County large missile, small missile impact and wind load protocol.
  - 1. Outer Lite: Class 2 (tinted) float glass.
    - a. Tint Color: To match existing
    - b. Thickness: As required to comply with performance requirements of Dade County large missile, small missile impact and wind load protocol.
  - 2. Core Lite: Class 1 (clear) float glass.
    - a. Thickness: As required to comply with performance requirements of Dade County large missile, small missile impact and wind load protocol.
  - 3. Inner Lite: Class 1 (clear) float.
    - a. Thickness: As required to comply with performance requirements of Dade County large missile, small missile impact and wind load protocol.
  - 4. Interlayers: Manufacturer's standard.
    - a. Thickness: As required to comply with performance requirements of Dade County large missile, small missile impact and wind load protocol. Minimum thickness 9/16 inches.
    - b. Interlayer Color: To match existing

5. Specified Design Wind loads: As required to comply with performance requirements of Dade County large missile, small missile impact and wind load protocol.

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

A. Examine framing for glazing, for compliance with the following:

1. Manufacturing and installation tolerances, including those for size, square and offsets at corners.
2. Presence and functioning of weep system.
3. Minimum required face or edge clearances.
4. Effective sealing between joints of glazing on framing members.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

### **3.2 PREPARATION**

A. Clean glazing channels and other framing members receiving glazing units immediately before glazing. Remove coatings not firmly bonded to substrates.

### **3.3 GLAZING, GENERAL**

A. Comply with combined written instructions of manufacturers of glazing lites, sealants, gaskets, and other glazing materials, unless more stringent requirements are indicated, including those in referenced glazing publications.

B. Glazing channel dimensions, as indicated on drawings or determined by glazing material thicknesses and by other requirements indicated, provide necessary bite on lites, minimum edge and face clearances, and adequate sealant thicknesses, with reasonable tolerances. Adjust as required by Project conditions during installation.

C. Protect glazing-lite edges from damage during handling and installation. Remove damaged glazing lites from project site and legally dispose of off project site. Damaged glazing lites are those with edge damage or other imperfections that, when installed, could weaken glazing lites and similar performance and appearance.

D. Install setting blocks in sill rabbets, sized and located to comply with referenced glazing publications, unless otherwise required by glazing unit manufacturer. Set blocks in thin course of compatible sealant suitable for heel bead.

E. Do not exceed edge pressures stipulated by glazing unit manufacturers for installing lites.

- F. Provide spacers for glazing lites where the length plus width is larger than 50 inches as follows:
  - 1. Locate spacers directly opposite each other on both inside and outside faces of glazing lites. Install correct size and spacing to preserve required face clearances unless gaskets and glazing tapes are used that have demonstrated ability to maintain required face clearances and to comply with system performance requirements.
  - 2. Provide 1/8-inch minimum bite of spacers on glazing lites and use thickness equal to sealant width. With glazing tape, use thickness slightly less than final compressed thickness of tape.
- G. Provide edge blocking where indicated or needed to prevent glazing lites from moving sideways in glazing channel, as recommended in writing by glazing unit manufacturer and according to requirements in referenced glazing publications.
- H. Set glass lites in each series with uniform pattern, draw, bow, and similar characteristics.
- I. Where wedge-shaped gaskets are driven into one side of channel to pressurize sealant or gasket on opposite side, provide adequate anchorage so gasket cannot walk out when installation is subjected to movement.
  - 1. Square cut wedge-shaped gaskets at corners and install gaskets in a manner recommended by gasket manufacturer to prevent corners from pulling away, seal corner joints and butt joints with sealant recommended by gasket manufacturer.

### 3.4 TAPE GLAZING

- A. Positioning tapes on fixed stops so that, when compressed by glazing units, their exposed edges are flush with or protrude slightly above sightline of stops.
- B. Install tapes continuously, but not necessarily in one continuous length. Do not stretch tapes to make them fit opening.
- C. Where framing joints are vertical, cover joints by applying taped to heads and sills first and then to jambs. Where framing joints are horizontal, cover joints by applying tapes to jambs first and then to heads and sills.
- D. Place joints in tapes at corners of opening with adjoining lengths butted together not lapped. Seal joints in tapes with compatible sealant approved by tape manufacturer.
- E. Do not remove release paper from tape until just before each glazing unit is installed.

- F. Apply heel bead of elastomeric sealant.
- G. Center glazing units in openings on setting blocks and press firmly against tape by inserting dense compression gaskets formed and installed to lock in place against faces of removable stops. Start gasket applications at corners and work toward centers of openings.
- H. Apply cap bead of elastomeric sealant over exposed edge of tape.

### 3.5 GASKET GLAZING (DRY)

- A. Fabricated compression gaskets in lengths recommended by gasket manufacturer to fit openings exactly, with allowance for stretch during installation.
- B. Insert soft compression gasket securely in place between glazing unit and frame or fixed stop, with joints miter cut and bonded together at corners.
- C. Center glazing units in openings on setting blocks and press firmly against soft compression gasket by inserting dense compression gaskets formed and installed to lock in place against faces of removable stops. Start gasket applications at corners and work toward centers of openings. Compress gaskets to produce a weather tight seal without developing bending stresses in glazing lites. Seal gasket joints with sealant recommended by gasket manufacturer.
- D. Install gaskets so they protrude past face of glazing stops.

### 3.6 PROTECTION AND CLEANING

- A. Protect glazing units from contact with contaminating substances resulting from construction operations, including weld splatter. If despite such protection, contaminating substances do come into contact with glazing units, remove substances immediately as recommended in writing by glazing unit manufacturer.
- B. Remove and replace glazing units that are broken, chipped, cracked, or abraded or that are damaged from natural causes, accidents, or vandalism during construction period.
- C. Wash glazing units on both exposed surfaces not more than four days before date scheduled for inspections that establish date of Substantial Completion. Wash glazing units as recommended by glazing unit manufacturer.



**ITB TITLE: Wind Retrofit to Fire Station #10 and #112 (Re-Bid)****NOTES:**

- Lake County is exempt from all taxes (Federal, State, Local). Pricing should be less all taxes. A Tax Exemption Certificate will be furnished upon request.
- The vendor shall not alter or amend any of the information (including, but not limited to stated units of measure, item description, or quantity) stated in the Pricing Section. If any quantities are stated in the pricing section as being “estimated” quantities, vendors are advised to review the “Estimated Quantities” clause contained in Section 1 of this solicitation.
- Each price offered in your bid shall be a firm-fixed price, exclusive of any tax. Any bid containing a modifying or “escalator” clause not specifically allowed for under the solicitation will not be considered.
- All pricing shall be FOB Destination unless otherwise specified in this solicitation document.
- All pricing submitted shall remain valid for a 90 day period. By signing and submitting a response to this solicitation, the vendor has specifically agreed to this condition.

<b>PRICING SECTION</b>				
<b>Item No.</b>	<b>Item Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price</b>
<b>1</b>	<b>Wind Retrofit of Fire Station No. 10, Astor</b>	<b>Each</b>	<b>1</b>	
<b>2</b>	<b>Wind Retrofit of Fire Station No. 112, Clermont</b>	<b>Each</b>	<b>1</b>	
<b>Total Price</b>				

Number of calendar days from the date of the purchase order in which it will guarantee to complete the work \_\_\_\_\_ not exceed sixty (60) calendar days after date of purchase order.

**ACKNOWLEDGEMENT OF ADDENDA****INSTRUCTIONS:** Complete Part I or Part II, whichever applies**Part I:**

The bidder must list below the dates of issue for each addendum received in connection with this ITB:

Addendum #1, Dated: \_\_\_\_\_

Addendum #2, Dated: \_\_\_\_\_

Addendum #3, Dated: \_\_\_\_\_

Addendum #4, Dated: \_\_\_\_\_

**Part II:**

☐ No Addendum was received in connection with this ITB.

**By Signing This Bid the Bidder Attests and Certifies That:**

- It satisfies all legal requirements (as an entity) to do business with the County.
- The undersigned vendor acknowledges that award of a contract may be contingent upon a determination by the County that the vendor has the capacity and capability to successfully perform the contract.
- The bidder hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this bid document and any contract(s) and/or other transactions required by award of this solicitation.

**Additional Certifications Requiring Completion:****Purchasing Agreements with Other Government Agencies**

This section is optional and will not affect contract award. If Lake County awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it. ☐ Yes ☐ No (Check one)

**Certification Regarding Felony Conviction**

Has any officer, director, or executive of the bidding entity been convicted of a felony during the past ten (10) years? ☐ Yes ☐ No (Check one)

**Conflict of Interest Disclosure Certification**

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same services, and is in all respects fair and without collusion or fraud.

Exceptions: \_\_\_\_\_

**General Vendor Information and Proposal Signature:**

Firm Name: \_\_\_\_\_  
 Street Address: \_\_\_\_\_  
 Mailing Address (if different): \_\_\_\_\_  
 Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ E-mail: \_\_\_\_\_  
 FEIN No. \_\_\_\_\_ - \_\_\_\_\_ Prompt Payment Terms: \_\_\_\_\_ % \_\_\_\_\_ days, net \_\_\_\_\_  
 Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

**Award of Contract by the County: (Official Use Only)**

By signature below, the County confirms award to the above-identified vendor under the above identified solicitation. A separate purchase order will be generated by the County to support the contract.

**Vendor awarded as:**

- ☐ Sole vendor ☐ Pre-qualified pool vendor based on price  
☐ Pre-qualified pool vendor (spot bid) ☐ Primary vendor for items: \_\_\_\_\_  
☐ Secondary vendor for items: \_\_\_\_\_ ☐ Other status: \_\_\_\_\_

Signature of authorized County official: \_\_\_\_\_ Date: \_\_\_\_\_

Printed name: \_\_\_\_\_ Title: \_\_\_\_\_

Purchase Order Number assigned to this contract for billing purposes: \_\_\_\_\_

**THE FOLLOWING DOCUMENTS ARE ATTACHED**

**Attachment 1: References**

**REFERENCES**

#1 Agency	
Address	
City,State,ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

#1 Agency	
Address	
City,State,ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

#1 Agency	
Address	
City,State,ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	